

GREAT YARMOUTH
BOROUGH COUNCIL

ADDITIONAL PAPERS

**for the
meeting of the**

COUNCIL

21 February 2008

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COUNCIL

21 February 2008

ADDITIONAL PAPERS

3. ANNUAL REPORT OF THE STANDARDS COMMITTEE

... The Chairman's report is attached (page 4).

4. REPORTS TO COUNCIL FOR DECISION

(g) Local Collective Agreement for Implementation of Single Status

... The amended Agreement is attached for approval (pages 5-11).

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Gt Yarmouth Borough Council Standards Committee
Chairman's Report February 2008

AGENDA
ITEM

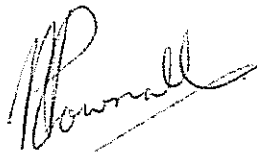
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I believe that it will be mutually advantageous to consider briefly the functions of this committee since its formation some seven or so years ago, when the government introduced legislation requiring all councils to observe a code of conduct, defined and enforced by the Standards Board for England. In compliance the Borough Council was required to form a committee to monitor and administer this locally and to include two independent members, one of them to be chairman. In their wisdom the Council appointed me; I hope in consideration of my total impartiality. In passing I would emphasise that the position is voluntary and that, although many local authorities see fit to award their independent members an honorarium and other benefits, I do not even get a free parking space.

I must state that it would be impossible for me to function effectively without the help and guidance of Robin Hodds and Christopher Skinner and their staff and the support of all the councillors with whom I come into contact. The training sessions arranged by Christopher are invaluable. It is also worthy of comment that I have observed that it appears to be accepted in some parts of the country for this legislation to be used as a platform for petty point-scoring and sometimes bizarre behaviour by the public at large and even some council officers and councillors. Fortunately this is not the case locally. When, in the course of my duties, I attend Borough or Parish meetings without fail I am treated courteously and I am always impressed with the obvious intent of members to serve their communities. In short they are aware of the Code; they have signed up to it and they abide by it.

Initially any complaint regarding the conduct of a councillor was submitted directly to the Standards Board for England and relatively serious cases were dealt with at that level while all other matters filtered down to the appropriate local authority. Eventually it was accepted that it would be much more efficient to reverse this procedure and in the future only serious complaints will be referred to government level. Obviously this will involve us in a heavier workload and, I presume, additional expense. This point was raised at the 2007 National Assembly of Standards Committee Members but the Minister questioned avoided a satisfactory reply regarding funding. I welcome the new independent member and additional Parish Council member and look forward to working with them.

I thank you for considering this report and welcome any questions which I will answer to the best of my ability.



Nick Pownall
Chairman

LOCAL COLLECTIVE AGREEMENT FOR IMPLEMENTATION OF SINGLE STATUS

1. Status

- 1.1 This Agreement constitutes a local agreement between Great Yarmouth Borough Council and UNISON, developed through a recognised collective bargaining process. As such it forms part of the Contract of Employment of the employees within its scope.

2. Effective Dates

- 2.1 The new pay structure is effective from 31st March 2008 and implemented retrospectively as at 1st April 2007 (see paragraph 6.2 of this Agreement). The revised Local Conditions of Service are effective from the date that this Agreement is signed by both parties (although the new long service leave arrangement will apply from the start of the 2007/08 leave year – for most employees, this will mean that the arrangement is backdated to 1st April 2007).

3. Employees Covered

- 3.1 All employees who are subject to the National Joint Council for Local Government Services' National Agreement on Pay and Conditions of Service (commonly referred to as the 'Green Book'). Paragraph 9.3 of this Agreement and the revised Local Conditions of Service also apply to the Council's Managing Director, Executive Directors and Heads of Department.

4. Principal Purpose

- 4.1 To set out Great Yarmouth Borough Council's new pay and grading structure for 'Green Book' employees, specifying how it will be implemented and incorporating an element of protection for employees who are detrimentally affected.

5. Appendices

- 5.1 This document has the following appendices, which form part of the Collective Agreement:

Appendix A – Pay Structure

Appendix B – Job Evaluation Implementation and Appeals Procedure

Appendix C – Summary of revisions to the Council's Local Conditions of Service.

6. Pay Structure

- 6.1 The new pay structure will retrospectively take effect on 1st April 2007 and will consist of the 'Green Book' salary spine and local spinal column points (SCPs). At Great Yarmouth Borough Council, the salary spine begins at SCP 6 and ends at SCP 51. Points 6 to 49 are the 'Green Book' points and points 50 and 51 are local points (adjusted by the percentage pay award to SCP49 that is awarded nationally from time to time). All staff below Chief Officer level will be placed on a grade within this salary spine. The spine and the grades within it are shown at Appendix A.
- 6.2 All 'Green Book' employees will be assimilated on to a new grade as a result of the job evaluation exercise. Employees will be assimilated on the SCP they held under the Council's old pay structure on the day before the new pay structure is implemented (31st March 2008), except in the following circumstances:
- (a) Where the first SCP of their new grade is higher than their existing SCP, they will be assimilated to the first SCP of the new grade.
 - (b) Where the top SCP of the new grade is lower than their SCP under the old structure, they will be assimilated to the top SCP of the new grade (the protection arrangement that will apply is set out in section 9 of this agreement).
 - (c) Where an employee did not receive an increment on 1st April 2007 because they had reached the top of their grade (or because they were barred from doing so) under the old pay structure, and their new grade allows them to move on to the next SCP, they will move on to that new SCP with effect from 1st April 2007.
- 6.3 With regard to incremental progression after assimilation, employees will normally receive an annual increment subject to the top of the new grade not being exceeded. Where employees are appointed to a new post with a higher maximum salary during the course of a year, the following general principles shall continue to apply:
- (a) for appointments taking place between 1st April and 30th September, the next increment will be paid on the following 1st April, subject to the top of the grade not being exceeded;
 - (b) for appointments taking place between 1st October and 31st March, the

next increment will be paid six months after the date of appointment with subsequent increments paid annually on 1st April, subject to the top of the grade not being exceeded.

7. Job Evaluation Implementation and Appeals

- 7.1 A Procedure for implementing the outcome of the Job Evaluation exercise and for progressing appeals associated with this has been agreed. A copy of this Procedure can be found at Appendix B.

8. Equality Audit of Job Evaluation Rankings

- 8.1 Following completion of the Job Evaluation exercise, an equality audit of the rankings was undertaken and the findings forwarded to UNISON. The findings are available for inspection from UNISON and Human Resources, if requested.

9. Pay Protection Arrangement

Great Yarmouth Borough Council and UNISON are committed to eliminating sex discrimination and ensuring equal pay compliance. Therefore pay protection will be applied in line with the following provisions and will cease no later than 31st March 2010.

- 9.1 Where it is required (see paragraph 6.2 (b) of this Agreement), pay protection will be applied on the following basis:
- (a) Salaries will be frozen until 31st March 2010, at the level as applicable under the old pay structure (including any that are paid on a personal basis, unless they have been specifically frozen with time limited protection to a date after 31st March 2010);
 - (b) Any outstanding increments that may ordinarily have been awarded under the old pay structure will not be protected and therefore will not be applied;
 - (c) Any 'cost of living' increase for 2008/09 and 2009/10 will not be applied;
 - (d) From 1st April 2010 onwards, any employees previously in receipt of pay protection under the terms of this Agreement will be paid in accordance with the top SCP of their new grade (unless the frozen salary figure reaches this point before the end of the protection period);
 - (e) Any employees in receipt of pay protection under the terms of this

Agreement will lose that protection if they voluntarily apply for and are appointed to a post on the Council's establishment that is graded at a lower level.

9.2 Employees in receipt of pay protection who are members of the Local Government Pension Scheme are encouraged to contact Norfolk County Council's Pension Team if they have any particular concerns about how this may affect their pension.

9.3 Future instances of frozen salary pay protection that apply at this Council (e.g. in redundancy situations) will be for a maximum period of three years.

10. Market Supplements

10.1 It is accepted that, in certain circumstances, the downgrading of a post may ultimately create recruitment and/or retention difficulties, because that salary is below the 'market rate'. The Council's 'Protocol for Payment of Market Supplements' will be followed when this is appropriate.

11. Back Pay

11.1 Beyond the first year, this Agreement does not make any collective provision for Equal Pay compensation which may be due to individuals with Equal Pay claims under the Equal Pay Act 1970 as amended, Article 141 of the EU Treaty, the Equal Treatment Directive and all other domestic and EU provisions relating to equality of pay ("the Equal Pay Provisions"). "Equal Pay Claims" shall mean any and all such claims as any employee has or might have under the Equal Pay provisions and which relate to the period of employment prior to 1 April 2007, which is the effective date of implementation of the pay and grading review.

11.2 Any equal pay claim must be in writing and be made to the Council's Head of Central Services. The Head of Central Services will meet with the employee following receipt of their letter (normally within seven days) and the employee may be accompanied by a trade union official or a work colleague at this meeting. Following this meeting, the Head of Central Services will make a decision on the employee's claim. The decision will be given to the employee, orally, as quickly as possible and normally within 14 days of receipt of the employee's letter. The employee will also receive written confirmation from the

Head of Central Services of his decision, normally within one week of the decision being given orally.

11.3 If the Head of Central Services considers that the equal pay claim should be allowed this will be actioned as appropriate and an offer of compensation made to the individual member(s) of staff concerned. The council accepts that UNISON will have to advise its members of their employment rights in relation to any compensation offer made and that UNISON may support its members in pursuing equal pay claims through an Employment Tribunal where UNISON judges these have a reasonable prospect of success.

11.4 If the Head of Central Services does not consider that the claim should be allowed, the employee may (within 14 days of receipt of the letter from the Head of Central Services) request that the matter is placed on the agenda of the Council's Appeals Committee. The procedure used at the appeal hearing will follow, as far as practicable, Schedule C of the local Disciplinary Procedure and the employee may again be accompanied at the meeting by a trade union official or a work colleague. The decision of the Appeals Committee will be final within the Council's procedure and will be communicated in writing to the employee.

11.5 Employees who are not satisfied with the outcome of a claim for compensation have the right to pursue a claim through an Employment Tribunal without compromise. The Council accepts that UNISON may support its members in pursuing equal pay claims where UNISON judges these have a reasonable prospect of success.

12. Local Conditions of Service

12.1 The Council's Local Conditions of Service has been revised as part of the exercise to implement Single Status. A document summarising what has and hasn't changed can be found at Appendix C.

12.2 The review of the Local Conditions of Service was driven by equality. Changes of significance have been made to that document at:

- Paragraph 4.3.3 – where long service leave is awarded much earlier.
- Paragraph 5.2.2 – where the protected payment of mileage allowances (based on the 'Green Book's' 1200 – 1450cc band) that applies to some employees will cease on 31st March 2010.
- Paragraph 5.3.1 – which includes reference to a joint annual review of

essential car user designations and personal car park passes.

- 12.3 Part 3, Paragraph 2.2 of the 'Green Book' advises that local pay reviews will consider the issue of premium rates under the existing provisions of the National Agreement. As part of the negotiations during the preparation of this document, it was agreed that Part 3, Paragraphs 2.6 and 2.7 of the 'Green Book' would continue to normally apply at this Council.
- 12.4 Regrading applications will continue to be accepted, but consideration will be postponed until all the appeals arising from the implementation of Job Evaluation have been heard, unless both management and UNISON agree otherwise and will be backdated from the date of application.
- 12.5 Anomalies which have been created in the past whereby certain employees receive allowances / benefits (or similar) that would ordinarily not apply, will be identified and rectified.
- 12.6 As part of the review of the Local Conditions of Service, it has been agreed that the Council will move to the subsistence rates notified by the East of England Regional Assembly (EERA) with effect from the date that this Agreement is signed by both parties and then uprate them with effect from 1st January each year in line with EERA's notification.

13. Future Arrangements

- 13.1 If any question should arise in the future concerning this Collective Agreement or its implementation, then it shall be referred to the Council's Human Resources Working Group in the first instance. This Agreement may be varied subject to the consent of both parties.

14. Signatories

Union: Michael Chillingworth, Branch Chair, UNISON

Signed:

Date:

Management: Richard Packham, Managing Director

Signed:

Date: